

# **EXHIBIT 29**

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UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA

ORACLE USA, INC., a Colorado corporation;  
ORACLE AMERICA, INC., a Delaware  
corporation; and ORACLE INTERNATIONAL  
CORPORATION, a California corporation,

Plaintiffs,

v.

RIMINI STREET, INC. , a Nevada corporation;  
SETH RAVIN, an individual,

Defendants.

Case No. 2:10-cv-0106-LRH-PAL

**DEFENDANT RIMINI STREET INC.'S  
SECOND AMENDED RESPONSES  
AND OBJECTIONS TO PLAINTIFFS'  
THIRD SET OF REQUESTS FOR  
ADMISSIONS TO DEFENDANT  
RIMINI STREET, INC.**

Pursuant to Federal Rules of Civil Procedure 26 and 36, Rimini Street, Inc. ("Rimini Street"), by and through its undersigned counsel, responds to Oracle USA, Inc., Oracle America, Inc., and Oracle International Corp.'s ("Oracle") Third Set of Requests for Admissions ("Requests").

1 spiders, scrapers or any other automated means, to access Customer Connection or any other  
2 Oracle accounts, systems, or networks.”

3 **REQUEST NO. 135:**

4 Admit that, between February 19, 2007 and November 1, 2008, Rimini Street routinely  
5 used Automated Downloading Tools to copy material from Oracle’s Customer Connection  
6 website.

7 **RESPONSE:**

8 Rimini objects to the term “Automated Download Tools” to the extent Oracle’s use of this  
9 term seeks to encompasses the “robots, spiders, scrapers or any other automated means”  
10 contemplated by the terms of use for Oracle’s various websites. In responding, Rimini relies on  
11 Oracle’s proffered definition of “Automated Download Tools,” which encompasses, *e.g.*, tools  
12 that utilized standard Internet browsers and applications to interact with Oracle’s websites.

13 Subject to and without waiver of the foregoing general and specific objections: Rimini  
14 admits that, between February 19, 2007 and November 1, 2008, Rimini Street routinely used  
15 Automated Downloading Tools to improve the efficiency of the standard Internet browsers used  
16 by Rimini Street to request material from Oracle’s Customer Connection website.

17 **REQUEST NO. 136:**

18 Admit that Rimini Street’s use of Automated Downloading Tools to copy material from  
19 Oracle’s Customer Connection website after February 19, 2007 breached the Terms of Use for  
20 Oracle’s Customer Connection website.

21 **RESPONSE:**

22 Subject to and without waiver of the foregoing general objections: Denied.

23 **REQUEST NO. 137:**

24 Admit that You knew that use of Rimini Street’s Continuing Documentation tool  
25 downloaded material to which Rimini Street’s clients were not licensed.

26 **RESPONSE:**

27 Subject to and without waiver of the foregoing general objections: Denied.

28 **REQUEST NO. 138:**

1           **RESPONSE:**

2           Rimini objects to the incomplete and out-of-context quotation recited in this request.

3           Subject to and without waiver of the foregoing general and specific objections: Rimini admits  
4 that Ravin knew no later than May 31, 2007, that the Terms of Use for Oracle's Customer Connection  
5 website indicated that users may not use the website in any manner that could damage the system and  
6 provided, as an example, the statement that "you may not use any software routines commonly known  
7 as robots, spiders, scrapers or any other automated means, to access Customer Connection or any other  
8 Oracle accounts, systems, or networks."

9           **REQUEST NO. 149:**

10          Admit that Rimini Street knew no later than May 31, 2007, that Rimini Street's use of  
11 automated Downloading Tools violated the Terms of Use for Oracle's Customer Connection  
12 website.

13           **RESPONSE:**

14          Subject to and without waiver of the foregoing general objections: Denied

15           **REQUEST NO. 150:**

16          Admit that Ravin knew no later than May 31, 2007, that Rimini Street's use of automated  
17 Downloading Tools violated the Terms of Use for Oracle's Customer Connection website.

18           **RESPONSE:**

19          Subject to and without waiver of the foregoing general objections: Denied

20           **REQUEST NO. 151:**

21          Admit that Rimini Street continued to use Automated Downloading Tools to copy  
22 materials from Oracle's Customer Connection website after May 31, 2007.

23           **RESPONSE:**

24          Rimini objects to the term "Automated Download Tools" to the extent Oracle's use of this  
25 term seeks to encompass the "robots, spiders, scrapers or any other automated means"  
26 contemplated by the terms of use for Oracle's various websites. In responding, Rimini relies on  
27 Oracle's proffered definition of "Automated Download Tools," which encompasses, *e.g.*, tools  
28 that utilized standard Internet browsers and applications to interact with Oracle's websites.

1 admits that, between May 31, 2007 and November 1, 2008, it used Automated Downloading  
2 Tools to improve the efficiency of the standard Internet browsers used by Rimini Street to request  
3 material from Oracle's Customer Connection website at least 100 times.

4 **REQUEST NO. 156:**

5 Admit that no later than September 22, 2006, Rimini Street used Automated Downloading  
6 Tools to copy materials from Oracle's Customer Connection website into one or more of Rimini  
7 Street's Internal Software Libraries.

8 **RESPONSE:**

9 Subject to and without waiver of the foregoing general objections: Denied.

10 **REQUEST NO. 157:**

11 Admit that on or about June 28, 2007 Rimini Street used customer Dofasco's login  
12 credentials to test Rimini Street's Continuing Documentation tool on Customer Connection.

13 **RESPONSE:**

14 Subject to and without waiver of the foregoing general objections, Rimini responds that  
15 after a reasonable search, Rimini has been unable to locate information that would allow it to  
16 provide a response. Rimini therefore responds: Denied.

17 **REQUEST NO. 158:**

18 Admit that on or about June 28, 2007 Rimini Street used customer Dofasco's login  
19 credentials to test Rimini Street's Continuing Documentation tool on Customer Connection and  
20 not for the purpose of obtaining materials to which Dofasco was entitled.

21 **RESPONSE:**

22 Subject to and without waiver of the foregoing general objections: Denied.

23 **REQUEST NO. 159:**

24 Admit that Rimini Street consented to the terms and conditions stated in the Terms of Use  
25 for Oracle's Metalink website each time Rimini Street logged in to Oracle's Metalink website.

26 **RESPONSE: [AMENDED]**

27 Rimini objects to this request to the extent that it calls for a legal conclusion. Rimini  
28 further objects to this request as overly broad and unduly burdensome as it relates to each time

1 efficiency of the standard Internet browsers used by Rimini Street to request material from  
2 Oracle's Metalink website at least 20 times.

3 **REQUEST NO. 165:**

4 Admit that Rimini Street's use of Automated Downloading Tools to copy material from  
5 Oracle's Metalink website after March 1, 2008, breached the Terms of Use for Oracle's Metalink  
6 website.

7 **RESPONSE:**

8 Subject to and without waiver of the foregoing general objections: Denied.

9 **REQUEST NO. 166:**

10 Admit that Rimini Street knew no later than November 25, 2008, that the Terms of Use for  
11 Oracle's Metalink website stated that "you may not use any software routines commonly known  
12 as robots, spiders, scrapers, or other automated means, to access Metalink or any Oracle accounts,  
13 systems, or networks."

14 **RESPONSE:**

15 Rimini objects to the incomplete and out-of-context quotation recited in this request.

16 Subject to and without waiver of the foregoing general and specific objections: Rimini  
17 admits that it knew, by November 25, 2008, that the Terms of Use for Oracle's Metalink website  
18 indicated that users may not use the website in any manner that could damage the system and  
19 provided, as an example, the statement that "you may not use any software routines commonly  
20 known as robots, spiders, scrapers, or other automated means, to access Metalink or any Oracle  
21 accounts, systems, or networks."

22 **REQUEST NO. 167:**

23 Admit that Ravin knew no later than November 25, 2008, the Terms of Use for Oracle's  
24 Metalink website stated that "you may not use any software routines commonly known as robots,  
25 spiders, scrapers, or other automated means, to access Metalink or any Oracle accounts, systems,  
26 or networks.

27 **RESPONSE:**

28 Rimini objects to the incomplete and out-of-context quotation recited in this request.

1 Subject to and without waiver of the foregoing general and specific objections: Rimini  
2 admits that Ravin knew by November 25, 2008 that the Terms of Use for Oracle's Metalink  
3 website indicated that users may not use the website in any manner that could damage the system  
4 and provided, as an example, the statement that "you may not use any software routines  
5 commonly known as robots, spiders, scrapers, or other automated means, to access Metalink or  
6 any Oracle accounts, systems, or networks."

7 **REQUEST NO. 168:**

8 Admit that Rimini Street knew no later than November 25, 2008 that Rimini Street's use  
9 of Automated Downloading Tools violated the Terms of Use for Oracle's Metalink website.

10 **RESPONSE:**

11 Subject to and without waiver of the foregoing general objections: Denied.

12 **REQUEST NO. 169:**

13 Admit that Ravin knew no later than November 25, 2008 that Rimini Street's use of  
14 Automated Downloading Tools violated the Terms of Use for Oracle's Metalink Website.

15 **RESPONSE:**

16 Subject to and without waiver of the foregoing general objections: Denied.

17 **REQUEST NO. 170:**

18 Admit that Rimini Street continued to use Automated Downloading Tools to copy  
19 materials from Oracle's Metalink website after November 25, 2008.

20 **RESPONSE:**

21 Rimini objects to the term "Automated Download Tools" to the extent Oracle's use of this  
22 term seeks to encompass the "robots, spiders, scrapers or any other automated means"  
23 contemplated by the terms of use for Oracle's various websites. In responding, Rimini relies on  
24 Oracle's proffered definition of "Automated Download Tools," which encompasses, *e.g.*, tools  
25 that utilized standard Internet browsers and applications to interact with Oracle's websites.

26 Subject to and without waiver of the foregoing general and specific objections: Rimini  
27 admits that, it continued to use Automated Downloading Tools to improve the efficiency of the  
28 standard Internet browsers used by Rimini Street to request materials from Oracle's Metalink

1 website after November 25, 2008.

2 **REQUEST NO. 171:**

3 Admit that, at least once, Rimini Street used Automated Downloading Tools to copy  
4 materials from Oracle's Metalink website into one or more of Rimini Street's Internal Software  
5 Libraries.

6 **RESPONSE:**

7 Subject to and without waiver of the foregoing general objections: Denied.

8 **REQUEST NO. 172:**

9 Admit that Rimini Street consented to the terms and conditions stated in the Terms of Use  
10 for Oracle's oracle.com website each time Rimini Street logged in to Oracle's Oracle.com  
11 website.

12 **RESPONSE:**

13 Rimini objects to this request to the extent that it calls for a legal conclusion. Rimini  
14 further objects to this request as overly broad and unduly burdensome as it relates to each time  
15 Rimini Street personnel logged in to Oracle's website, as well as the mental state and knowledge  
16 of said personnel. Given its overbreadth and the lack of available information, Rimini cannot  
17 admit or deny this request.

18 **REQUEST NO. 173:**

19 Admit that Rimini Street consented to the terms and conditions stated in the Terms of Use  
20 for Oracle's Oracle.com website each time Rimini Street used Oracle's Oracle.com website.

21 **RESPONSE:**

22 Rimini objects to this request to the extent that it calls for a legal conclusion. Rimini  
23 further objects to this request as overly broad and unduly burdensome as it relates to each time  
24 Rimini Street personnel used Oracle's website, as well as the mental state and knowledge of said  
25 personnel. Given its overbreadth and the lack of available information, Rimini cannot admit or  
26 deny this request.

27 **REQUEST NO. 174:**

28 Admit that Rimini Street consented to the terms and conditions stated in the Terms of Use



1 Oracle's proffered definition of "Automated Download Tools," which encompasses, *e.g.*, tools  
2 that utilized standard Internet browsers and applications to interact with Oracle's websites.

3 Subject to and without waiver of the foregoing general and specific objections: Rimini  
4 admits that, after February 19, 2007, it used Automated Downloading Tools to improve the  
5 efficiency of the standard Internet browsers used by Rimini Street to request material from  
6 Oracle's Siebel SupportWeb website at least once.

7 **REQUEST NO. 180:**

8 Admit that, after February 19, 2007 Rimini Street used Automated Downloading Tools to  
9 copy material from Oracle's Siebel SupportWeb website at least five times.

10 **RESPONSE:**

11 Rimini objects to the term "Automated Download Tools" to the extent Oracle's use of this  
12 term seeks to encompasses the "robots, spiders, scrapers or any other automated means"  
13 contemplated by the terms of use for Oracle's various websites. In responding, Rimini relies on  
14 Oracle's proffered definition of "Automated Download Tools," which encompasses, *e.g.*, tools  
15 that utilized standard Internet browsers and applications to interact with Oracle's websites.

16 Subject to and without waiver of the foregoing general and specific objections: Rimini  
17 admits that, that, after February 19, 2007, it used Automated Downloading Tools to improve the  
18 efficiency of the standard Internet browsers used by Rimini Street to request material from  
19 Oracle's Siebel SupportWeb website at least five times.

20 **REQUEST NO. 181:**

21 Admit that Rimini Street's use of Automated Downloading Tools to copy material from  
22 Oracle's Siebel SupportWeb website after February 19, 2007, breached the Terms of Use for  
23 Oracle's Siebel SupportWeb website.

24 **RESPONSE:**

25 Subject to and without waiver of the foregoing general objections: Denied.

26 **REQUEST NO. 182:**

27 Admit that, at least 50 times, Rimini Street used Automated Downloading tools to copy  
28 material from Oracle's Siebel SupportWeb website into a location on Rimini Street's network that

**REQUEST NO. 187:**

Admit that, on or after January 25, 2007, Rimini Street created and provided to at least 1 customer a copy of comingled materials obtained from Oracle's Siebel SupportWeb website 2 obtained using other customers' login credentials.

**RESPONSE:**

Rimini objects to the term "comingled materials" as vague and ambiguous.

Subject to and without waiver of the foregoing general and specific objections: after a 7 reasonable inquiry Rimini does not have sufficient information that would allow it admit or deny 8 this request and, therefore, denies the same.

**REQUEST NO. 188:**

Admit that the Siebel SupportWeb extracts that Rimini Street created and provided to its 11 customers copied more than a *de minimis* or trivial amount of protectable expression.

**RESPONSE:**

Rimini objects to the phrase "*de minimis* or trivial amount of protectable expression" as 14 vague and ambiguous and to the extent that it request calls for a legal conclusion. Rimini further 15 objects to the request as overly broad and unduly burdensome as it encompasses each and every 16 Siebel SupportWeb extracts that Rimini Street created and provided to its customers.

Subject to and without waiver of the foregoing general and specific objections: Rimini 18 admits that, the Siebel SupportWeb extracts that Rimini Street created and provided to its 19 customers included more than a trivial amount of protectable expression.

**REQUEST NO. 189:**

Admit that the Siebel SupportWeb extracts that Rimini Street created and provided to its 22 customers copied more than a *de minimis* or trivial amount of protectable expression covered by 23 registration TXu1-607-453.

**RESPONSE:**

Rimini objects to the phrase "*de minimis* or trivial amount of protectable expression" as 26 vague and ambiguous and to the extent that it request calls for a legal conclusion. Rimini further 27 objects to the request as overly broad and unduly burdensome as it would require a comparison of 28

**REQUEST NO. 249:**

Admit that, in 2011, Rimini Street used one or more of the environments identified as items 1-32 on Exhibit C to create the majority of DAT files generated by Rimini Street.

**RESPONSE:**

Subject to and without waiver of its general objections: Admitted.

**REQUEST NO. 250:**

Admit that, in 2011, Rimini Street used one or more of the environments identified as items 1-32 on Exhibit C to create the majority of DAT files received from Rimini Street by each of Rimini Street's then-current customers.

**RESPONSE:**

Subject to and without waiver of its general objections: Admitted.

DATED: January 4, 2012 SHOOK, HARDY & BACON

By: /s/ Robert H. Reckers  
Robert H. Reckers, Esq.  
Attorney for Defendants  
Rimini Street, Inc. and Seth Ravin

**CERTIFICATE OF SERVICE**

I hereby certify that the foregoing Defendant's First Amended Responses and Objections to Plaintiffs' Third Set of Requests for Admissions was served on the 4th day of January, 2012, via email, as indicated below.

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